

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

CASE NO.: 16-2012-CA-007765-XXXX-MA
DIVISION: CV-A

P.L.S., B.P.S., minor children, by and
through their parent and next friend,
PHILIPPE SABINUS, SR.

Plaintiffs,

vs.

FAMILY SUPPORT SERVICES OF
NORTH FLORIDA, INC., MENTAL
HEALTH RESOURCE CENTER,
INC., RENAISSANCE BEHAVIORAL
HEALTH SYSTEMS, INC.,

Defendants.

AMENDED PETITION FOR APPROVAL OF SETTLEMENT

Pursuant to sections 744.301 and 744.387, Florida Statutes (2016) and Florida Probate Rule 5.636, P.L.S. and B.P.S., minor children, by and through their parent and next friend, Philippe Sabinus, Sr., petition this Court for entry of an order approving the settlement of this action. In support of this petition, Philippe Sabinus, Sr. says:

1. P.L.S. is a minor. He was born in 1999. His current residence address is 6959 Woodman Avenue, Apartment 105, Van Nuys, California 91405.

2. B.P.S. is a minor. He was born in 2002. His current residence address is 6959 Woodman Avenue, Apartment 105, Van Nuys, California 91405.

3. Philippe Sabinus, Sr. is the father, natural guardian, and legal custodian of P.L.S. and B.P.S. Philippe Sabinus, Sr.'s residence address is 6959 Woodman Avenue, Apartment 105, Van Nuys, California 91405.

4. Janice Gail Rodgers is the mother and natural guardian of P.L.S. and B.P.S. Janice Gail Rodgers residence address is 4911 Indianwood Road, Apartment 512, Culver City, California 90230.

5. There are no conflicts of interest between any natural guardian and either P.L.S. or B.P.S.

6. P.L.S. and B.P.S. interests arise out of a negligence action in which they assert there was a failure to use reasonable care to protect them from harm while they were in foster care.

7. Under the proposed settlement, \$25,000 is to be paid for the benefit of P.L.S. and \$24,999.99 is to be paid for the benefit of B.P.S.

8. A copy of the Release to be executed on behalf of P.L.S. and B.P.S. is attached hereto as Exhibit A.

9. The total attorneys fees to be paid to undersigned counsel out of the gross settlement proceeds is \$12,500.00. The total costs to be reimbursed to undersigned counsel out of the gross settlement proceeds is \$15,593.88.

10. The net settlement proceeds to P.L.S. is \$10,952.56.

11. The net settlement proceeds to B.P.S. is \$10,952.56.

12. In order to avoid the expense, hazard, and uncertainty of further litigation, this action should be settled on the terms set forth herein and in the attached Release.

13. Janice Gail Rodgers refuses to sign a release in this matter, but has expressed no objection to the settlement or to the settlement amount. A copy of the undersigned counsel's affidavit is attached hereto as Exhibit B.

WHEREFORE, Plaintiffs P.L.S. and B.P.S., minor children, by and through their parent and next friend, Philippe Sabinus, Sr., pray that this court enter an order approving the proposed settlement and authorizing Philippe Sabinus, Sr. to execute the Release attached hereto.

Respectfully submitted,

CABREY LAW

s/ Brian J. Cabrey

Brian J. Cabrey

Florida Bar No. 0025372

E-mail: brianjcabrey@cabreylaw.com

Post Office Box 350294

Jacksonville, Florida 32235

Telephone: (904) 629-5879

Facsimile: (904) 559-5880

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of July, 2017, a true and correct copy of the foregoing has been electronically filed with the Clerk of the Court by utilizing the Florida Courts E-Filing Portal, which will send a notice of electronic filing to the following:

R.H. Farnell II
Primary: rhf@bedellfirm.com
Secondary: mam@bedellfirm.com

J.W. Webb
Primary: jwebb@lydeckerdiaz.com
Secondary: kc@lydeckerdiaz.com

Terry Leach
Primary: tl@lydeckerdiaz.com

and by e-mail to:

Philippe Sabinus, Sr.
Primary: philippesabinus@yahoo.com

s/ Brian J. Cabrey
Attorney

EXHIBIT A

(RELEASE)

Release

This Release is made and given this _____ day of _____, 2017, by Philippe Sabinus, Sr.. This Release is given by Philippe Sabinus, Sr. on behalf of himself AND on behalf of his minor children, Philippe L. Sabinus, Jr. and Brysun Philippe Sabinus.

Philippe Sabinus, Sr. gives this Release in his individual capacity, in his capacity as parent and next friend of both Philippe L. Sabinus, Jr. and Brysun Philippe Sabinus, AND in his capacity as natural guardian of both Philippe L. Sabinus, Jr. and Brysun Philippe Sabinus.

In consideration of a Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars and Ninety-Nine Cents (\$49,999.99) payment to the Cabrey Law Trust Account, Philippe Sabinus, Sr., in his capacity as an individual and as a parent, natural guardian, and next of friend to Philippe L. Sabinus Jr. and Brysun Philippe Sabinus, completely and totally releases, acquits, relinquishes, and forever discharges Mental Health Resource Center, Inc. ("MHRC"), Renaissance Behavioral Health Systems, Inc. ("Renaissance"), and Family Support Services of North Florida, Inc. ("FSSNF") from any and all claims, demands, damages, causes of action, and suits of any kind or nature whatsoever arising from the beginning of time to the current date, whether known or unknown, whether presently actionable or not, and whether having manifested, that have been or could have been raised by Philippe Sabinus, Sr., Janice Gail Rodgers, Philippe L. Sabinus, Jr., or Brysun Philippe Sabinus, or anyone else claiming on behalf of Philippe L. Sabinus, Jr. or Brysun Philippe Sabinus, including all claims, causes of action, issues, matters, things,

rights, or interests arising out of or related to complaints raised in, or reasonably inferred from the lawsuit styled: *P.L.S., B.P.S., minor children, by and through their parent and next friend, Philippe Sabinus, Sr. v. Family Support Services of North Florida, Inc., Mental Health Resource Center, Inc., Renaissance Behavioral Health Systems, Inc.*, pending in the Circuit Court of the Fourth Judicial Circuit in and for Duval County, Florida, and bearing Case Number 16-2012-CA-007765-XXXX-MA ("the lawsuit").

This release and discharge is also given to, applies to, and runs in favor of MHRC's, Renaissance's, and FSSNF's past, present, and future officers, directors, funders, attorneys, agents, insurers, servants, representatives, employees, subsidiaries, affiliates, predecessors and successors in interest, assigns, and all other persons, firms, or entities with whom any of the former have been, are now, or may hereafter be affiliated, and any other entity or person that may be liable for any of the claims that were raised or that could have been raised in the lawsuit.

This release shall also constitute a fully binding and complete settlement of the lawsuit. Philippe Sabinus Sr., in his capacities as an individual and also on behalf of Philippe L. Sabinus, Jr. and Brysun Philippe Sabinus, as parent, natural guardian, and next of friend to Philippe L. Sabinus Jr. and Brysun Philippe Sabinus acknowledges that the full extent of their injuries may not have manifested as of the date of this Release and knowingly enters into same notwithstanding.

Philippe Sabinus, Sr. acknowledges and agrees that this release is a general release, applicable to himself and to the minor children, Philippe L. Sabinus, Jr. and Brysun Philippe Sabinus. Philippe Sabinus, Sr. expressly waives any and all claims for damages whether accrued or not and whether known or unknown, and which, if known, would materially affect his decision to give this Release. Philippe Sabinus, Sr. further agrees that the payment specified herein constitutes a complete compromise of matters involving disputed issues of law and fact. He assumes the risk that the facts or law may be other than he believes. It is understood and agreed to by Philippe Sabinus, Sr. that this settlement is a compromise of a doubtful and disputed claim, and that the referenced payment is not to be construed as an admission of liability on the part of MHRC, Renaissance, or FSSNF, all of whom expressly deny liability.

Philippe Sabinus, Sr. hereby agrees that he will dismiss the lawsuit with prejudice within ten (10) days of the court's approval of this settlement.

Philippe Sabinus, Sr. agrees that he shall be solely responsible to satisfy out of the proceeds of this settlement all hospital, healthcare, rehabilitation, Medicaid, Medicare, and related liens, subrogation claims, or rights of reimbursement by third parties who claim such rights by virtue of payments, services, or benefits provided, or to be provided, to or on behalf of Philippe L. Sabinus, Jr. or Brysun Philippe Sabinus. Philippe Sabinus, Sr. hereby covenants and agrees to indemnify, protect, and save harmless the parties released herein from all such claims, including all judgments, costs, expenses, and

attorneys' fees, arising on account of any action, claim, or demand brought or asserted by any person or entity claiming such a lien, right of subrogation, or right of reimbursement. Philippe Sabinus, Sr. hereby specifically authorizes and directs his attorneys to negotiate and satisfy all liens, subrogation claims, or rights of reimbursement prior to the disbursement of the proceeds of this settlement.

This settlement is based upon a good faith determination of the parties to resolve a disputed claim. The parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. § 1395y(b). In fact, Philippe Sabinus, Sr. represents and warrants that neither Philippe L. Sabinus, Jr. nor Brysun Philippe Sabinus received any medical or mental health treatment for the abuse alleged in the lawsuit. The parties resolved this matter in compliance with both state and federal law. Philippe Sabinus, Sr. represents and warrants that all bills, costs, or liens resulting from or arising out of Philippe L. Sabinus, Jr.'s and Brysun Philippe Sabinus' alleged injuries, claims or lawsuit are Philippe Sabinus, Sr.'s responsibility to pay. Philippe L. Sabinus, Sr. agrees to assume responsibility for satisfaction of any and all rights to payment, claims, or liens of any kind, that arise from or are related to payments made or services provided to Philippe L. Sabinus, Jr. and Brysun Philippe Sabinus or on their behalf. Philippe Sabinus, Sr. agrees to assume responsibility for all expenses, costs, or fees incurred by Philippe L. Sabinus, Jr. and Brysun Philippe Sabinus related to their alleged injuries, claims, or lawsuit including without limitation, all Medicare conditional payments, subrogation claims, liens, or other rights to payment, relating to medical treatment or lost

wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer, or other person or entity. Further, Philippe Sabinus, Sr. will indemnify, defend, and hold MHRC, Renaissance, and FSSNF harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.

Philippe Sabinus, Sr. shall bear his own attorneys' fees and costs in connection with the lawsuit, this Release, and the matters and documents referred to herein, and all related matters.

In entering into this Release, Philippe Sabinus, Sr. represents that he has relied upon the advice of his attorneys, who are the attorneys of his own choice, concerning the legal consequences of this Release, and that this Release has been explained to him by his attorneys. Philippe Sabinus, Sr. represents that the terms of this Release have been completely read by him, and that the terms of this Release are fully understood and voluntarily accepted by him.

Philippe Sabinus, Sr. represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Release, and that he has the sole right and exclusive authority to execute this Release. Philippe Sabinus, Sr. further represents that he has the sole right and exclusive authority to receive the sums specified in this Release, and that he has not sold, assigned,

transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release.

As an integral and material term of this Release, and in consideration of the above referenced payment, Philippe Sabinus, Sr. agrees that he will not, unless required to do so by law, disclose or make known or available to any third person, entity, or organization, the terms of this Release or settlement, including the amount paid hereunder.

This Release shall be construed, interpreted, and enforced in accordance with the laws of the State of Florida.

This Release shall become effective upon approval by the Court hearing the lawsuit and upon full execution of this document by Philippe Sabinus, Sr..

Philippe Sabinus, Sr., individually

Date

Philippe Sabinus, Sr., as parent and
next friend of Philippe L. Sabinus,
Jr. and Brysun Philippe Sabinus

Date

Philippe Sabinus, Sr., as natural
guardian of Philippe L. Sabinus,
Jr. and Brysun Philippe Sabinus

Date

STATE OF CALIFORNIA)
)
COUNTY OF _____)

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me this ____ day of
_____, 2017, by Philippe Sabinus, Sr. [] who is personally known to me
[] who produced _____ as identification, and who did take an oath.

-SEAL-

(Signature of Notary)

(Typed/Printed Name of Notary)

EXHIBIT B

(AFFIDAVIT)

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT
IN AND FOR DUVAL COUNTY, FLORIDA

CASE NO: 16-2012-CA-007765-XXXX-MA
DIVISION: CV-A

P.L.S., B.P.S., , minor children,
by and through their parent and
next friend, PHILIPPE SABINUS, SR.

Plaintiffs,

vs.

FAMILY SUPPORT SERVICES OF NORTH
FLORIDA, INC., MENTAL HEALTH
RESOURCE CENTER, INC., RENAISSANCE
BEHAVIORAL HEALTH SYSTEMS, INC.,

Defendants.

AFFIDAVIT OF BRIAN J. CABREY, ESQUIRE

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

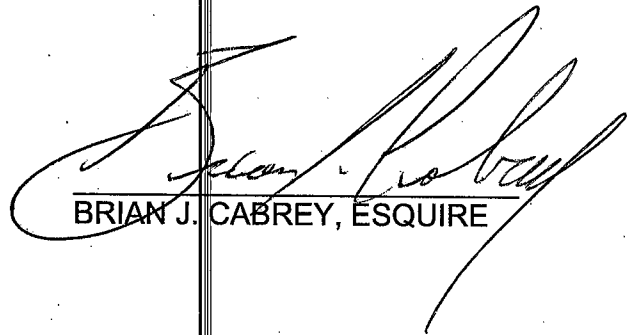
BEFORE ME, the undersigned authority, on this day personally appeared BRIAN J. CABREY, ESQUIRE, who, being over the age of eighteen (18) years and free from any physical or mental defects preventing him from making this affidavit, upon being duly sworn deposes and says as follows:

1. I am the attorney for the Plaintiffs in this matter.
2. Janice Gail Rodgers, is the mother of P.L.S. and B.P.S..
3. Janice Gail Rodgers is neither a plaintiff nor party to this action , and has not

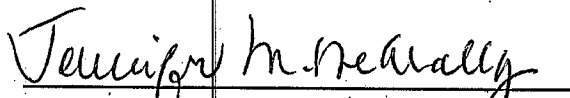
asserted or pursued a claim or cause of action relating to the injuries allegedly sustained by P.L.S. and B.P.S. while they were in foster care in Duval County, Florida between March 9, 2010 and June 15, 2010, despite her prior knowledge of said alleged injuries as early as May 20, 2010 .

4. As the injuries complained of in this action allegedly occurred between March 9, 2010 and June 15, 2010, Janice Gail Rodgers is now time barred from asserting or pursuing a claim or cause of action relating to the injuries allegedly sustained by P.L.S. and B.P.S. while they were in foster care in Duval County, Florida between those dates.
5. Since the filing of this action by the Plaintiff father, Philippe Sabinus, Sr., Janice Gail Rodgers has refused to cooperate in the lawsuit or its prosecution.
6. Janice Gail Rodgers is aware of the suit and has been made aware of the proposed settlement.
7. Janice Gail Rogers refuses to execute a release in this matter, but has expressed no objection to the settlement or to the settlement amount.
8. Janice Gail Rodgers has expressed no objection to the father, Philippe Sabinus, Sr. executing a release in this matter.
9. I have personal knowledge of the matters set forth above and believe them to be true.

FURTHER AFFIANT SAYETH NOT.


BRIAN J. CABREY, ESQUIRE

SWORN to and subscribed before me, this 26 day of July, 2017, by **Brian J. Cabrey,**
Esquire, who is ☒ personally known to me or who produced _____
as identification, and who did take an oath.


Notary Public at Large, State of Florida

My Commission Expires: 5/4/2020
My Commission Number: FF989034

-SEAL-

